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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

JANE DOE, JANE DOE II, JOHN DOE, E.C., JOSE
MARQUEZ, and HOLLIS WILSON, individually
and on behalf of all others similarly situated

Plaintiff,

vs.

GOODRX HOLDINGS, INC., CRITEO CORP.,
META PLATFORMS, INC., and GOOGLE LLC

Defendant.

Case No. 3:23-cv-00501-AMO

**INTERIM STIPULATED
PROTECTIVE ORDER**

Judge: Honorable Araceli
Martínez-Olguín
Action Filed: May 26, 2023
Courtroom: 10, 19th Floor

1 WHEREAS, Plaintiffs and GoodRx Holdings, Inc. (“GoodRx”) (together with Plaintiffs,
2 “the Parties”) hereto desire to obtain a protective order to govern the production of information and
3 tangible things for the purposes of engaging in Court mandated mediation and in order to prevent
4 inappropriate dissemination or inappropriate disclosure of information and tangible things; which
5 are believed to be confidential and proprietary by the holder thereof; and

6 WHEREAS, such information and tangible things likely will include, among other things,
7 sensitive, confidential, proprietary, trade secret, and/or private information;

8 WHEREAS, if this litigation continues beyond mediation, Plaintiffs and GoodRx agree that
9 it would be appropriate at that time to enter a subsequent protective order that will supersede this
10 Order and govern the production of information and tangible things in this Action;

11 WHEREAS, regardless of whether a subsequent protective order should be entered that
12 supersedes this Order, Plaintiffs and GoodRx agree that materials produced solely for the purposes
13 of engaging in the Court mandated mediation are still subject to all applicable objections and
14 privileges in this case, including but not limited to Federal Rule of Evidence 408 and the federal
15 mediation privilege, absent any agreement between the parties expressly withdrawing or waiving
16 such privileges;

17 IT IS HEREBY STIPULATED, and subject to the Court’s approval, pursuant to Federal
18 Rules of Civil Procedure, Rule 26(c), that the following provisions govern the disclosure and
19 discovery of information and tangible things between Plaintiffs and GoodRx for the purposes of
20 mediation.

21 1. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action are likely to involve production of
23 confidential, proprietary, trade secret, or private information for which special protection from
24 public disclosure and from use for any purpose other than prosecuting this litigation may be
25 warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the
26 following Stipulated Protective Order. The Parties acknowledge that this Stipulated Protective
27 Order does not confer blanket protections on all disclosures or responses to discovery and that the
28 protection it affords from public disclosure and use extends only to the limited information or

1 tangible things that are entitled to confidential treatment under the applicable legal principles. The
 2 Parties further acknowledge, as set forth in Section 12.5, below, that this Stipulated Protective
 3 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and
 4 the Court's Standing Order set forth the procedures that must be followed and the standards that
 5 will be applied when a Party seeks permission from the Court to file material under seal.

6 2. DEFINITIONS

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
 8 Disclosure or Discovery Material under this Stipulated Protective Order.

9 2.2 "CONFIDENTIAL" Protected Material: Disclosure or Discovery Material
 10 (regardless of how it is generated, stored or maintained) that qualifies for protection under Federal
 11 Rule of Civil Procedure 26(c), or the disclosure of which may cause harm to a Party or Non-Party.

12 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as
 13 well as their support staff).

14 2.4 Designating Party: a Party or Non-Party that designates Disclosure or Discovery
 15 Material that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or
 16 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

17 2.5 Disclosure or Discovery Material: all information and tangible things, regardless of
 18 the medium or manner in which it is generated, stored, or maintained (including, among other
 19 things, documents, testimony, and transcripts), that are produced, disclosed, generated, or used in
 20 disclosures or responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
 22 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
 23 a consultant in this action, (2) is not a current employee or contractor of a Party or of a Party's
 24 competitor, and (3) at the time of retention, is not anticipated to become an employee or contractor
 25 of a Party or of a Party's competitor.

26 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Protected Material:
 27 sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party
 28 would create a substantial risk of serious harm that the producing party deems could not be

1 avoided by less restrictive means, including but not limited to: proprietary research, design and
 2 development materials for products and/or services, sensitive products and/or services, sensitive
 3 financial or technical material, and strategic decision-making information.

4 2.8 In-House Counsel: attorneys who are members in good standing of at least one
 5 United States state bar and who are employees of a Party. In-House Counsel does not include
 6 Outside Counsel of Record or any other outside counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
 8 entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a Party but are
 10 retained to represent or advise a Party and have appeared in this action on behalf of that Party (as
 11 well as their support staff).

12 2.11 Party: any party to this action, including all of its officers, directors, employees, and
 13 Outside Counsel (and their support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
 15 Material in this action.

16 2.13 Professional Vendors: persons or entities that provide litigation support services
 17 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
 18 organizing, storing, or retrieving data in any form or medium, and professional jury or trial
 19 consultants) and their employees and subcontractors, who (1) have been retained by a Party or its
 20 counsel to provide litigation support services with respect to this action, (2) are (including any
 21 employees and subcontractors) not a current employee of a Party or of a Party's competitor, and
 22 (3) at the time of retention, are not anticipated to become an employee of a Party or of a Party's
 23 competitor¹.

24 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
 25 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
 27

28 ¹ If a Party wishes to retain a Professional Vendor that was previously a past employee of that
 same Party, the retaining Party is permitted to waive the requirements in 2.13(2) and 2.13(3).

1 Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulated Protective Order cover not only Protected
4 Material (as defined above), but also (1) any information copied or extracted from Protected
5 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
6 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected
7 Material. However, the protections conferred by this Stipulated Protective Order do not cover the
8 following information: any information that is in the public domain at the time of disclosure to a
9 Receiving Party or becomes part of the public domain, including becoming part of the public
10 record through trial or otherwise, after its disclosure to a Receiving Party as a result of publication
11 not involving a violation of this Stipulated Protective Order, any court's Order, unlawful conduct,
12 or a breach of any confidentiality obligation otherwise owed to the Designating Party. If the
13 accuracy of information is confirmed only through the review of Protected Material, then the
14 information will not be considered to be in the public domain. For example, unsubstantiated
15 media speculations or rumors that are later confirmed to be accurate through access to Protected
16 Material are not "public domain" information. Such information is included in the definition of
17 "Protected Material" set forth in Section 2.14 above. Protected Material that has been made
18 public through the violation of a court order or the violation of a duty of confidentiality shall still
19 be considered "Protected Material" as defined in Section 2.14 above and be afforded the same
20 protections applicable to Protected Material in this Stipulated Protective Order. In this litigation,
21 Parties may not use Protected Material produced and/or provided in other past, current, or future
22 litigation(s) involving the Designating Party; including information copied or extracted from such
23 Protected Material; copies, excerpts, summaries, or compilations of such Protected Material; and
24 any testimony, conversations, or presentations by Parties or their Counsel that might reveal such
25 Protected Material. Similarly, Protected Material produced and/or provided in this litigation may
26 not be used in other past, current, or future litigation involving the Designating Party. Any use of
27 Protected Material at trial will be governed by a separate agreement or order. This Stipulated
28 Protective Order is not intended to, and does not, govern the inspection of source code. Should

1 source code become relevant to this action and require inspection, the parties agree such
 2 inspection will be governed by a separate agreement or order and the parties agree to meet and
 3 confer on a separate protective order governing source code.

4 4. DURATION

5 Even after final disposition of this litigation, the confidentiality obligations imposed by
 6 this Stipulated Protective Order remain in effect until a Designating Party agrees otherwise in
 7 writing or a Court order otherwise directs. Final disposition will be deemed to be the later of (1)
 8 dismissal of all claims and defenses in this action, with or without prejudice; or (2) entry of a final
 9 judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
 10 reviews of this action, including the time limits for filing any motions or applications for extension
 11 of time pursuant to applicable law and the time limits for filing a petition for writ of certiorari to
 12 the Supreme Court of the United States if applicable.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
 15 Non-Party that designates Disclosure or Discovery Material for protection under this Stipulated
 16 Protective Order must take care to limit any such designation to specific material that qualifies
 17 under the appropriate standards.

18 If it comes to a Designating Party's attention that Disclosure or Discovery Material that it
 19 designated for protection does not qualify for protection at all or does not qualify for the level of
 20 protection initially asserted, that Designating Party must promptly notify all other Parties that it is
 21 withdrawing the mistaken designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 23 Stipulated Protective Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this
 25 Stipulated Protective Order must be clearly so designated before the material is disclosed or
 26 produced, subject to Section 5.3.

27 Designation in conformity with this Stipulated Protective Order requires:

28 (a) for Protected Material in documentary form (e.g., paper or electronic

documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains Protected Material. Where Protected Material is produced in native electronic format and the designated legend is included in the file name and/or on any slipsheets, any Party printing such Protected Material must affix the proper designated legend to each page of the printed copy. If an improper designation is affixed to a printed copy of Protected Material that was originally produced in native electronic format and a Receiving Party discloses the improperly designated copy to any person or in any circumstance not authorized under this Stipulated Protective Order, such disclosure will constitute an unauthorized disclosure of Protected Material under Section 10.

(b) for testimony given in other pretrial proceedings, that the Designating Party either (1) identifies on the record, before the close of the hearing or other proceeding, or (2) identifies, in writing, within 21 calendar days of receipt of the final transcript, all protected testimony and specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days will be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days after receiving the final transcript, that the entire transcript must be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

Parties shall give the other Parties reasonable notice (a minimum of two business days) if they reasonably expect a deposition, hearing or other proceeding to include Protected Material and identify the Designating Party of the Protected Material so that the other Parties can ensure that only authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of Protected Material as an exhibit at a deposition or other pretrial proceeding will not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

Transcripts containing Protected Material must have an obvious legend on the title page that the transcript contains Protected Material, and the title page must be followed by a list of all pages that have been designated as Protected Material and the level of protection being asserted by

1 the Designating Party. The Designating Party shall inform the court reporter of these
2 requirements. During the 21-day period for designation, Parties shall treat any transcript that was
3 not designated on the record pursuant to section 5.2(b)(1) above as if it had been designated
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
5 agreed. After the expiration of that period or of such earlier time that such transcript is
6 designated, the transcript will be treated only as actually designated.

7 To the extent a deponent gives testimony regarding Protected Material, unless the Parties
8 agree otherwise, that testimony must be treated in accordance with the designated level of the
9 Protected Material regardless of whether the testimony itself receives express designation at or
10 after the deposition.

11 (c) for Protected Material produced in some form other than documentary and for
12 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
13 container or containers in which the Protected Material is stored the legend “CONFIDENTIAL”
14 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

15 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
16 Disclosure or Discovery Material does not waive the Designating Party’s right to secure protection
17 under this Stipulated Protective Order for such material. In the event that any document,
18 material, or testimony that is subject to a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY” designation is inadvertently produced without such designation,
20 the Producing Party that inadvertently produced the document shall give written notice of such
21 inadvertent production, together with a further copy of the subject document, material, or
22 testimony designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –ATTORNEYS’
23 EYES ONLY” (the “Inadvertent Production Notice”). Upon receipt of such Inadvertent
24 Production Notice, the Party that received the inadvertently produced document, material, or
25 testimony shall promptly destroy the inadvertently produced document, material, or testimony and
26 all copies thereof, including copies provided to persons not authorized to have access under the
27 new designation, or, at the request of the Producing Party, return such together with all copies of
28 such documents, material, or testimony to counsel for the Producing Party. Should the Receiving

1 Party choose to destroy such inadvertently produced document, material, or testimony, the
2 Receiving Party shall notify the Producing Party in writing of such destruction within 14 days of
3 receipt of written notice of the inadvertent production. This provision is not intended to apply to
4 any inadvertent production of any document, material, or testimony protected by attorney-client or
5 work product privileges.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
8 any time. Unless a prompt challenge to a Designating Party's confidentiality designation is
9 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
10 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
11 confidentiality designation by electing not to mount a challenge promptly after the original
12 designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
14 by providing written notice of each designation it is challenging and describing the basis for each
15 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
16 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
17 of the Stipulated Protective Order. The Parties shall attempt to resolve each challenge in good
18 faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of
19 communication are not sufficient) within 14 calendar days of the date of service of notice. In
20 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
21 designation was not proper and must give the Designating Party an opportunity to review the
22 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
23 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage
24 of the challenge process only if it has engaged in this meet and confer process first or establishes
25 that the Designating Party is unwilling to participate in the meet and confer process in a timely
26 manner.

27 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
28 intervention, the Challenging Party shall file and serve a motion to re-designate or de-designate

under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. The Challenging Party's failure to file its challenge with the Court will result in the Protected Material being designated as requested by the Designating Party. The Designating Party may also bring a motion relating to its designation.

The burden of persuasion in any such challenge proceeding is on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may expose the Challenging Party to sanctions. All Parties shall continue to afford the material in question the level of protection to which it is entitled under the Designating Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 (a) Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this litigation only for prosecuting, defending, or attempting to settle this litigation, and associated appeals. Such Protected Material must not be used for any business purpose, in connection with any other legal proceeding (including other pending or future lawsuits), or directly or indirectly for any other purpose whatsoever. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order.² When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

² In the event a Non-Party witness is authorized to receive Protected Material that is to be used during his/her deposition but is represented by an attorney not authorized under this Stipulated Protective Order to receive such Protected Material, the attorney must provide prior to commencement of the deposition an executed "Acknowledgment and Agreement to Be Bound" in the form attached hereto as Exhibit A. In the event such attorney declines to sign the "Acknowledgment and Agreement to Be Bound" prior to the examination, the Parties, by their attorneys, shall jointly seek a protective order from the Court prohibiting the attorney from disclosing Protected Material in order for the deposition to proceed.

1 Protected Material must be stored and maintained by a Receiving Party at a location and in
2 a secure manner that ensures that access is limited to the persons authorized under this Stipulated
3 Protective Order. Protected Material must not be copied or otherwise reproduced by a Receiving
4 Party, except for transmission to qualified recipients, without the written permission of the
5 Producing Party or by further order of the Court.

6 (b) Data Security of Protected Material. Any Receiving Party or any person in possession
7 of or transmitting of another Party's Protected Material must maintain a secured system that
8 provides appropriate administrative, technical, and organizational safeguards ("Safeguards") in
9 compliance with this Protective Order that protect the security and privacy of Protected Material
10 and are designed to protect and secure the Protected Material from loss, misuse, unauthorized
11 access and disclosure, and protect against any reasonably anticipated threats or hazards to the
12 security of the Protected Material. The Safeguards will meet or exceed relevant industry standards
13 and limit the collection, storage, disclosure, use of, or access to Protected Material solely to
14 personnel and purposes authorized by this Stipulated Protective Order. As part of these
15 Safeguards, each person must use a secure transfer method for all transfers or communication of
16 Protected Material, and take reasonable measures to password protect and encrypt Protected
17 Material. Each person will ensure that anyone acting on that person's behalf is subject to and
18 complies with the Safeguards or otherwise provides equivalent or greater protections for the
19 security and privacy of Protected Material. If Protected Material is to be used during a deposition,
20 the Designating Party must be permitted to specify the technology to be used to conduct the
21 deposition with respect to that Protected Material (e.g., for audio/video-conferencing and
22 exhibits).

23 To the extent the Receiving Party or any person in possession of or transmitting another
24 Party's Protected Material does not have a secured system that provides Safeguards in compliance
25 with this Protective Order, the Receiving Party may comply with this provision by having Protected
26 Material maintained by and/or stored with a secure eDiscovery/litigation support site(s) that
27 maintains a secured program that complies with this Protective Order or otherwise aligns with
28 standard industry practices regarding data security.

Any Protected Material in paper format must be maintained in a secure location with access limited to persons entitled to access the Protected Material under this Stipulated Protective Order. The Receiving Party will take reasonable steps to limit the number of copies that are made of another Party's Protected Material that is produced in paper format.

If a Receiving Party or any person in possession of or transmitting another Party's Protected Material discovers any loss of Protected Material or a breach of security, including any actual or suspected unauthorized access, relating to another Party's Protected Material, the Receiving Party or any person in possession of or transmitting another Party's Protected Material shall: (1) promptly provide written notice to the Designating Party of such breach; (2) investigate and make reasonable efforts to remediate the effects of the breach, and provide Designating Party with assurances reasonably satisfactory to Designating Party that such breach will not reoccur; and (3) provide sufficient information about the breach that the Designating Party can reasonably ascertain the size and scope of the breach. The Receiving Party or any person in possession of or transmitting any Protected Material agrees to cooperate with the Designating Party in investigating any such security incident. In any event, the Receiving Party or any person in possession of or transmitting any Protected Material shall promptly take all necessary and appropriate corrective action to terminate the unauthorized access.

7.2 Disclosure of "CONFIDENTIAL" Protected Material. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any Protected Material designated "CONFIDENTIAL" that is not "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the Protected Material for this litigation;

(b) the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A), except that "CONFIDENTIAL" Protected Material of a Defendant may only be disclosed to up to four In-

House Counsel for a Defendant Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)³;

(c) Experts (as defined in this Stipulated Protective Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) stenographic reporters, videographers and/or their staff, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the Protected Material or a custodian or other person who otherwise possessed or personally has knowledge of the Protected Material.

(i) any mediator who is assigned or selected to hear this matter, and his or her staff, who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A).

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Protected Material. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, Protected Material designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may not be viewed by a Receiving Party itself and may be disclosed only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the Protected Material for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary

³ Notwithstanding the foregoing, CONFIDENTIAL Protected Material of GoodRx may be disclosed to employees of GoodRx to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A).

for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

(c) the Court and its personnel;

(d) stenographic reporters, videographers and their respective staff, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) the author or recipient of a document containing the Protected Material or a custodian or other person who otherwise possessed or personally has knowledge of the Protected Material;

(f) any mediator who is assigned or selected to hear this matter, and his or her staff, who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

(g) up to four Designated In-House Counsel for a Defendant Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed; and

(h) employees of a Party who reasonably need HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY information of an opposing Party solely in order to preserve and collect Disclosure or Discovery Material within the possession, custody, or control of that Party.

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Protected Material to In-House Counsel or Experts.

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to Designated In-House Counsel any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1) sets forth the full name of the Designated In-House Counsel and the city and state of his or her work location and the jurisdiction in which the In-House Counsel is licensed, and (2) describes the Designated In-House Counsel’s

1 current and reasonably foreseeable future primary job duties and responsibilities in sufficient
 2 detail to determine if In-House Counsel is involved, or may become involved, in any competitive
 3 decision-making.

4 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the
 5 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Stipulated
 6 Protective Order) any Protected Material that has been designated “HIGHLY CONFIDENTIAL –
 7 ATTORNEYS’ EYES ONLY” pursuant to paragraphs 7.3(b) first must make a written request to
 8 the Designating Party⁴ that (1) identifies the general categories of “HIGHLY CONFIDENTIAL –
 9 ATTORNEYS’ EYES ONLY” Protected Material that the Receiving Party seeks permission to
 10 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her
 11 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s
 12 current employer(s), (5) identifies each person or entity from whom the Expert has received
 13 compensation or funding for work in his or her areas of expertise or to whom the expert has
 14 provided professional services, including in connection with a litigation, at any time during the
 15 preceding five years,⁵ and (6) identifies (by name and number of the case, filing date, and location
 16 of court) any litigation in connection with which the Expert has offered expert testimony,
 17 including through a declaration, report, or testimony at a deposition or trial, during the preceding
 18 five years.⁶

19 (b) A Party that makes a request and provides the information specified in the

20 _____
 21 ⁴ For a Designating Party that is a Non-Party, experts previously disclosed and approved prior to
 22 the Non-Party’s production of any Protected Material that has been designated “HIGHLY
 23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” need not be disclosed to said Non-Party
 24 unless such Non-Party requests such Discovery or Disclosure Material prior to the production of
 any Protected Material. Moreover, unless otherwise requested by the Non-Party, subsequently
 disclosed experts need not be disclosed to the Non-Party before that Non-Party’s Protected
 Material may be disclosed thereto.

25 ⁵ If the Expert believes any of this information is subject to a confidentiality obligation to a third-
 26 party, then the Expert should provide whatever information the Expert believes can be disclosed
 without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
 shall be available to meet and confer with the Designating Party regarding any such engagement.

27 ⁶ It may be appropriate in certain circumstances to restrict the Expert from undertaking certain
 28 limited work prior to the termination of the litigation that could foreseeably result in an improper
 use of the Designating Party’s “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 Protected Material.

1 preceding respective paragraphs may disclose the subject Protected Material to the identified
2 Expert or Designated In-House Counsel unless, within 14 calendar days of delivering the request,
3 the Party receives a written objection from the Designating Party. Any such objection must set
4 forth in detail the grounds on which it is based.

5 (c) A Party that receives a timely written objection must meet and confer with the
6 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
7 agreement within seven days of the written objection. If no agreement is reached, the Party
8 seeking to make the disclosure to the Designated In-House Counsel or Expert may file a motion as
9 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
10 seeking permission from the court to do so. Any such motion must describe the circumstances
11 with specificity, set forth in detail the reasons why the disclosure to the Designated In-House
12 Counsel or Expert is reasonably necessary, assess the risk of harm that the disclosure would entail,
13 and suggest any additional means that could be used to reduce that risk. In addition, any such
14 motion must be accompanied by a competent declaration describing the Parties' efforts to resolve
15 the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and
16 setting forth the reasons advanced by the Designating Party for its refusal to approve the
17 disclosure.

18 (d) In any such proceeding, the Party opposing disclosure to the Designated In-
19 House Counsel or Expert shall bear the burden of proving that the risk of harm that the disclosure
20 would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the
21 Protected Material to its Designated In-House Counsel or Expert.

22 (e) A Party who has not previously objected to disclosure of Protected Material to
23 an Expert or Designated In-House Counsel or whose objection has been resolved with respect to
24 previously produced Protected Material is not precluded from raising an objection to a Designated
25 In-House Counsel or Expert at a later time with respect to Protected Material that is produced after
26 the time for objecting to such Designated In-House Counsel Expert has expired or if new
27 information about that Designated In-House Counsel or Expert is disclosed or discovered. Any
28 such objection must be handled in accordance with the provisions set forth above.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 2 LITIGATION

3 If a Party is served with a subpoena issued by a court, arbitral, administrative, government,
 4 regulatory, or legislative body, or with a court order issued in other litigation that compels
 5 disclosure of any Protected Material that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification must
 7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the person who caused the subpoena or order to issue
 9 in the other litigation that some or all of the material covered by the subpoena or order is subject
 10 to this Stipulated Protective Order. Such notification must include a copy of this Stipulated
 11 Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 13 Designating Party whose Protected Material may be affected.⁷

14 If the Designating Party timely⁸ seeks a protective order or seeks to quash the subpoena,
 15 the Party served with the subpoena or court order shall not produce any Protected Material
 16 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 17 ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or
 18 order issued, unless the Party has obtained the Designating Party’s permission to produce the
 19 subpoenaed Protected Material. The Designating Party bears the burden and expense of seeking
 20 protection in that court of its confidential material – and nothing in these provisions should be
 21 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
 22 directive from another court. Any agreement by a Designating Party that Protected Material may
 23 be produced in response to a subpoena does not in any way waive the protections this Stipulated
 24 Protective Order provides against disclosure in any other context.

25 _____
 26 ⁷ The purpose of imposing these duties is to alert the interested parties to the existence of this
 27 Stipulated Protective Order and to afford the Designating Party in this case an opportunity to try to
 28 protect its confidentiality interests in the court from which the subpoena or order issued.

⁸ The Designating Party will have at least 14 days from the service of the notification pursuant to
 Section 10(a) to seek a protective order. If a protective order is sought, any production must not
 proceed unless the appropriate court(s) have determined the motion for protective order.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
 2 LITIGATION

3 (a) Any discovery requests, including subpoena and deposition notices, propounded
 4 to Non-Parties must be accompanied by a copy of this Stipulated Protective Order. The terms,
 5 remedies, and relief provided by this Stipulated Protective Order are applicable to Protected
 6 Material produced by a Non-Party in this action and designated as “CONFIDENTIAL” or
 7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such Protected Material
 8 produced by Non-Parties in connection with this litigation is protected by the remedies and relief
 9 provided by this Stipulated Protective Order. Nothing in these provisions should be construed as
 10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce a
 12 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
 13 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

14 1. promptly notify in writing the Requesting Party and the Non-Party that some
 15 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

16 2. promptly provide the Non-Party with a copy of the Stipulated Protective
 17 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
 18 the information requested; and

19 3. make the requested information available for inspection by the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this Court within
 21 a reasonable time of receiving the notice and accompanying information including but not limited
 22 to any contractual notice period in an agreement between the Producing Party and the Non-Party
 23 covering the confidentiality and/or disclosure of the information requested, the Producing Party
 24 may produce the Non-Party’s confidential information responsive to the discovery request. If the
 25 Non-Party timely seeks a protective order, the Producing Party shall not produce any information
 26 in its possession or control that is subject to the confidentiality agreement with the Non-Party

1 before a determination by the Court.⁹ Absent a Court order to the contrary, the Non-Party bears
 2 the burden and expense of seeking protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 5 Material to any person or in any circumstance not authorized under this Stipulated Protective
 6 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
 7 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
 8 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
 9 terms of this Stipulated Protective Order, and (d) request such person or persons to execute the
 10 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

12 The Parties and Court will enter a separate Order under Rule 502(d) of the Federal Rules of
 13 Evidence that governs the production of documents protected from discovery.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the
 16 right of any person to seek its modification by the court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
 18 Protective Order no Party waives any right it otherwise would have to object to disclosing or
 19 producing any Disclosure or Discovery Material on any ground not addressed in this Stipulated
 20 Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence
 21 of any of the material covered by this Stipulated Protective Order.

22 12.3 No Agreement Concerning Discoverability. The identification or agreed upon
 23 treatment of certain types of Disclosure or Discovery Material does not reflect agreement by the
 24 Parties that the disclosure of such categories of Disclosure or Discovery Material is required or
 25 appropriate in this action. The Parties reserve the right to argue that any particular category of
 26

27 _____
 28 ⁹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
 interests in this court.

1 Disclosure or Discovery Material should not be produced.

2 12.4 Export Control. Disclosure of Protected Material must be subject to all applicable
3 laws and regulations relating to the export of technical data contained in such Protected Material,
4 including the release of such technical data to foreign persons or nationals in the United States or
5 elsewhere. Each Receiving Party receiving Protected Material must comply with all applicable
6 export control statutes and regulations. *See, e.g.*, 15 CFR 734.2(b). The restrictions contained
7 within this paragraph may be amended through the consent of the Designating Party to the extent
8 that such agreed to procedures conform with applicable export control laws and regulations.

9 12.5 Filing Protected Material. Without written permission from the Designating Party or
10 a Court order secured after appropriate notice to all interested persons, a Party may not file in the
11 public record in this action any Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. If a Receiving Party's request to file
13 Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the
14 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule
15 79-5(e)(2) unless otherwise instructed by the Court.

16 12.6 Use of Protected Material at Hearing. A Party shall provide a minimum of five
17 business days' notice to the Producing Party in the event that a Party intends to use any Protected
18 Material during a hearing. Subject to any challenges under Section 6, the Parties will not oppose
19 any reasonable request by the Producing Party that the courtroom be sealed, if allowed by the
20 Court, during the presentation of any testimony, evidence, or argument relating to or involving the
21 use of any Protected Material.

22 12.7 No Limitation on Legal Representation. Nothing in this Stipulated Protective Order
23 precludes or impedes Outside Counsel of Record's ability to communicate with or advise their
24 client in connection with this litigation based on such counsel's review and evaluation of Protected
25 Material, provided however that such communications or advice must not disclose or reveal the
26 substance or content of any Protected Material other than as permitted under this Stipulated
27 Protective Order or any privileged or otherwise protected information.

28 12.8 Violations. If any Party violates the limitations on the use of Protected Material as

described above, the Party violating this Stipulated Protective Order is subject to sanctions, or any other remedies as appropriate, as ordered by the Court. In the event motion practice is required to enforce the terms of this Stipulated Protective Order, the prevailing Party on such a motion will be awarded costs, expenses, and fees, including attorney or other professional fees, incurred in connection with the discovery of the violation and the preparation, filing, and arguing of the motion or any other proceedings resulting from the violation.

12.9 Agreement Upon Execution. Each of the Parties agrees to be bound by the terms of this Stipulated Protective Order as of the date counsel for such Party executes this Stipulated Protective Order, even if prior to entry of this Order by the Court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motions and briefs (including all supporting and opposing papers and exhibits thereto), written discovery requests and responses (and exhibits thereto), deposition transcripts (and exhibits thereto), trial transcripts, and exhibits offered or introduced into evidence at any hearing or trial, consultant and expert work product, and their attorney work product which refers or is related to any Protected Material for archival purposes only. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 4 (DURATION).

14. INTERPRETATION, ENFORCEMENT, AND CONTINUING JURISDICTION

The United States District Court for the Northern District of California is responsible for the interpretation and enforcement of this Stipulated Protective Order. After final disposition of this litigation, the provisions of this Stipulated Protective Order continue to be binding except with respect to that Disclosure or Discovery Material that become a matter of public record. This Court retains and has continuing jurisdiction over the Parties and recipients of the Protected Material for enforcement of the provision of this Stipulated Protective Order following final disposition of this litigation. All disputes concerning Protected Material produced under the protection of this Stipulated Protective Order will be resolved by the United States District Court for the Northern District of California.

15. RESERVATION OF RIGHTS

The Parties hereby reserve all rights to re-negotiate the terms of this Protective Order. Nothing in this Order shall be construed to prejudice or impede the Parties rights to negotiate and enter into a subsequent protective order that supersedes this order.

IT IS SO STIPULATED, through the Counsel of Record.

Dated: December 1, 2023

/s/ Christian Levis

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Local Counsel for Plaintiff John Doe

Pursuant to Stipulation, **IT IS SO ORDERED.**

Dated: _____

HON. ARACELI MARTINEZ-OLGUIN
United State District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Interim Stipulated Protective Order that was issued by the United
States District Court for the Northern District of California in the case of *Jane Doe v. GoodRx
Holdings, Inc., et al.*, Case No.: 3:23-cv-00501-AMO, I agree to comply with and to be bound by
all the terms of this Interim Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any Disclosure or Discovery Material that
is subject to this Interim Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Northern District of California for the purpose of enforcing the terms of this Interim Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number]
as my California agent for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

Date: _____
City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

ATTESTATION

Pursuant to Civil Local Rule 5-1(h)(3), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

LOWEY DANNENBERG, P.C.

Date: December 1, 2023

By: /s/ Christian Levis
Christian Levis